

Exhibit I

Seed^{IP}

December 19, 2006

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By Facsimile 415.962.9702
Confirmation By US Mail

Mr. Dan O'Donnell
President, Chairmen and CEO of InterSearch Group Inc.
222 Kearny Street, Suite 550
San Francisco, CA 94108

Without Prejudice

Re: Trademark Misappropriation, Infringement and Unfair Competition
Seed IP Reference: 480243.801

Dear Mr. O'Donnell:

We represent Intersearch Worldwide Limited (ISww) in trademark matters. Information regarding our client may be found at www.intersearch.org. As discussed in more detail on our client's website, the international partners and shareholders of ISww work on personnel recruitment and related services, in their respective countries. There is only one shareholder in each country, and each such shareholder is the exclusive licensee of our client's INTERSEARCH trademark in that country. Until August, 2005, Conex, Inc. was the U.S. licensee of our client.

Fred Siegel, on behalf of Conex, executed an ISww Shareholders Agreement on May 23, 2003. A copy of relevant sections of that Shareholders Agreement, as well as the signature page containing Mr. Siegel's signature, are enclosed for your reference. Under the Shareholders Agreement, Conex acknowledged that the INTERSEARCH mark and logo were the property of ISww and were used only by permission by ISww. (Please see Section 4.1.) Furthermore, while Conex was required under the terms of the Agreement to take reasonable steps to protect the INTERSEARCH mark in the U.S. at its own expense, the Agreement makes it clear that such steps were taken for and on behalf of ISww. (Please see Section 4.2.) As noted in Section 7 of the Agreement, Conex acknowledged that "for the avoidance of doubt the intellectual property in the trading name, style, mark and logo "InterSearch" belongs to the company. The Members are duly authorized in accordance with this agreement to use the name, style, mark and logo for so long as they remain Members of the company. On termination of Membership, for whatever reason, the right to use the name, style, mark, logo and Internet domain name shall cease."

Although Conex registered the INTERSEARCH mark with the U.S. Patent and Trademark Office in its name, Conex subsequently agreed that the mark and registrations should be owned by ISww, and expressly acknowledged ISww's ownership of the mark by executing the Shareholders Agreement. As such, Conex was obligated to assign U.S. trademark registrations 2,531,787, 2,346,993, 1,125,849 to ISww. Furthermore, Conex's use of the INTERSEARCH mark and all rights associated therewith inured to our client's benefit, such that our client is the rightful owner of the common law rights developed by Conex's use of the mark on the relevant services.

It has recently come to our clients' attention that contrary to Conex's obligations under the Shareholders Agreement, it assigned our client's INTERSEARCH mark, and the three associated US trademark registrations, namely, registration numbers 2,531,787, 2,346,993,

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1,125,849, to InterSearch Group. As a licensee only of the INTERSEARCH mark, Conex did not have the right to assign the three US trademark registrations and the associated mark and goodwill, to your company.

It appears from a review of your website located at www.InterSearch.com, that InterSearch Group adopted the InterSearch name in November 2004, long after our client's licensee, Conex, began using the INTERSEARCH mark on the personnel placement, recruitment and other services identified in the three registrations misappropriated by Conex and assigned to InterSearch Group. Our client therefore has prior rights to the INTERSEARCH mark for such services.

It has recently come to our client's attention that you are using the INTERSEARCH mark in connection with services that are directly competitive with those of ISww. Such use falsely creates the impression that InterSearch Group is affiliated with our client, and is likely to result in consumer confusion. As such, your use of the INTERSEARCH mark in connection with such services infringes our client's mark, in violation of state and federal trademark and unfair competition laws. If the infringement is willful, InterSearch Group may be liable for increased damages and attorney's fees. To the extent you were aware of Conex's relationship with ISww, we also believe that your acquisition of the trademark registrations from Conex may constitute an intentional interference with our client's contractual relationship with Conex.

We therefore require, on behalf of our client, that InterSearch Group assign the three US trademark registration numbers 2,531,787, 2,346,993, 1,125,849, to ISww; delete the employment related services from its US Trademark Application Serial No. 76/658,774; and agree to refrain from using or registering the mark in connection with such services. As it appears that InterSearch Group's primary business is concerned with internet search engine services, customized internet searching for others, computer consultation in the field of information technology, and related services, we believe that an amicable resolution of this situation should be possible. We therefore look forward to receiving a favorable response within ten days of receipt of this letter. If we are unable to reach an amicable resolution, please note that our client will oppose your pending Application No. 76/658,774, and will be forced to take further legal action to enforce its rights.

Very truly yours,
Seed IP Law Group PLLC



Lorraine Linford

Enclosures:

Copy of relevant sections of the ISww Shareholders Agreement
Signature page containing Mr. Fred Siegel's signature

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SECTION 1
INTERSEARCH (WORLDWIDE) LIMITED

SHAREHOLDERS AGREEMENT
(FIRST SCHEDULE)

ASSOCIATION

- 4.1 Each Member acknowledges that the name "InterSearch" and logo "InterSearch", or any other designation are the property of InterSearch, and may be used only by permission of InterSearch and as directed by the Board of Directors and the By-laws.
- 4.2 Each Member shall, at its own expense take all reasonable steps to protect the name "InterSearch" and the logo "InterSearch" in the territory in which the Member conducts its business, provided always that such steps are taken for and on behalf of InterSearch.
- 4.3 Any Shareholder seeking to open an office outside its existing InterSearch jurisdiction and wishing to use the InterSearch brand, should first gain authorisation from the Board who will act in the best interests of the whole membership when and if granting such a licence.
- 4.4 In the event that a Shareholder's business is acquired, merged, split between the existing owners, or is reconstructed in any way that may affect the working relationship between the Shareholder and the other InterSearch Shareholders, the Board may review the Shareholder's new corporate structure, terminate the existing agreement if it is not considered to be in the best interests of the other Shareholders and / or create a new agreement between another party or parties who appear to offer the greatest benefit to the other InterSearch Shareholders. Such a change will require a 75% majority vote from the Shareholders.
- 4.5 Any merger or creation by one InterSearch Shareholder of an office in another jurisdiction where there is no other InterSearch presence shall

INTELLECTUAL PROPERTY

- 7 For the avoidance of doubt the intellectual property in the trading name, style, mark and logo "InterSearch" belongs to the company. The Members are duly authorised in accordance with this agreement to use the name style, mark and logo for so long as they remain Members of the company. On termination of Membership for whatever reason, the right to use the name, style, mark, logo and Internet domain name shall cease.

INTERSEARCH IS NOT A RECRUITMENT CONSULTANCY

- 8.1 InterSearch does not provide professional services of any kind and shall not be an organization engaged in the practice of personnel recruitment, selection or consulting or any other professional services to the public, the Shareholder firms, or any other party. Each Member is responsible for the professional work, duties, responsibilities and liabilities arising from any contract, referral, or other assignment performed or undertaken by it or its associates.
- 8.2 Each Member hereby indemnifies and agrees to hold InterSearch harmless from any cost, fee, loss, expense, damages, or other negative consequence which, in the reasonable opinion of the Board of Directors arises either directly or indirectly as a result of that Member's actions or inactions.